

TABLE OF CONTENTS

SECTION B -- Supplies or Services and Prices	3
SECTION C -- Descriptions and Specifications	4
SECTION E -- Inspection and Acceptance	13
SECTION F -- Deliveries or Performance	14
SECTION G -- Contract Administration Data	17
SECTION H -- Special Contract Requirements	22
SECTION I -- Contract Clauses	24
SECTION J -- List of Documents, Exhibits and Other Attachments	31
SECTION K -- Representations, Certifications and Other Statements of Offerors	32
SECTION L -- Instructions, Conditions and Notices to Bidders	42
SECTION M -- Evaluation Factors for Award	51

PART I -- THE SCHEDULE

SECTION B
SUPPLIES/SERVICES

Scope of Work: Transcribe, press, bind, and distribute in braille *Braille Book Review* in accordance with Statement of Work and National Library Service for the Blind and Physically Handicapped specifications 410 and 801, incorporated herein and made a part of this solicitation and any resulting contract.

Notes

- a) The unit prices must include shipping of control copies to NLS/BPH, attn: Publications and Media Section. This is indicated on the continuing schedule under columns for duplication.
- b) All quantities expressed for stating unit costs are estimates based on the size of a historically typical issue; actual number of braille pages and copies, as well as number of subscriptions, will vary throughout subscription year.
- c) A "braille page" is a master page in braille format, or printing page.
- d) A braille "pressing" is a copy of a braille page produced on the press.
- e) "Transcription unit cost" shall include transcribing, typesetting, proofing, etc., through production of plates, and cost of shipping control copies to NLS/BPH, all expressed as a cost per braille page.
- f) "Duplication unit cost" shall include price per braille pressing, printing, binding, packaging and shipping, all expressed as a cost per braille page.

1	<i>Braille Book Review</i>			
1.a	Transcription unit cost - six (6) issues estimated at 144 pages each, which includes the main entry section at 104 pages and four (4) order forms at a total of approximately 40 pages (order forms typically run from 4 pages to 24 pages each)	864	page	\$_____
1.b	Duplication unit cost - six issues at an estimated 8,200 copies per issue [include cost of shipping control copies to NLS/BPH--see note (a)above]	7,084,800	page	\$_____

PART I - THE SCHEDULE

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENTC.1 Preface to Description, Specifications, and Work Statement

C.1.1 Background

As mandated by Public Law 89-522 dated July 30, 1966, the National Library Service for the Blind and Physically Handicapped (NLS/BPH) provides reading materials in recorded and braille formats to U.S. residents and U.S. citizens living abroad who are unable to use conventional print materials because of visual and physical limitations. Reading materials (books and magazines) are produced by contractors for NLS/BPH, and are distributed to a readership in excess of 770,000 through a network of approximately 150 regional and sub-regional libraries for blind and physically handicapped individuals. Each year, more than 22 million books and magazines are circulated to this group. These libraries are operated by states, municipalities, or other agencies. All services and products are funded by the U.S. Congress through NLS/BPH and are provided to patrons free, including mail to and from patrons, through the U.S. Postal Service.

Books are circulated to patrons primarily through the mail from their network libraries. In addition, NLS/BPH contracts for the production and distribution of magazines, approximately thirty-three in recorded form and thirty-three in braille, that are distributed to patrons and libraries on weekly, monthly, or quarterly schedules. There are also approximately thirty catalogs, bibliographies, and newsletters that are distributed on an annual, quarterly, or bimonthly schedule.

C.1.2 User Materials

Contractors who produce books, equipment, or other products should be cognizant of the consumer-responsive nature of the program and that the specifications for these products have been developed to meet the needs of program users. Materials are produced with reader needs foremost in mind and improved through constant monitoring and consumer input. Contractors are expected to familiarize themselves with the equipment-handling practices of blind and physically handicapped clientele and ensure that the supplies and equipment they produce will stand up under such use. A high degree of quality workmanship and product reliability is mandated by the product specification.

C.1.3 Policy

NLS/BPH follows the mandate of Public Law 89-522 in the purchase of books, either in raised characters or in sound-reproduction recordings, by giving preference to nonprofit institutions whose activities are primarily concerned with the blind and other physically handicapped persons where bids submitted by such institutions are determined to be fair and reasonable.

To fulfill the intent of this mandate and in order to receive this preference, a contractor must perform a substantial portion of the work represented by the cost of producing the described items, or make a significant contribution to the manufacture or production of the end item. In this solicitation:

- (a) A substantial portion of the work means at least fifty percent (fifty percent or more) of the braille transcription and pressing activities, to be determined by one or more of the following criteria:
 - ▶ cost not including cost of materials,
 - ▶ labor hours, or
 - ▶ titles.
- (b) A significant contribution means either the transcription and proofing *or* the pressing, collating, binding, packaging and shipping activities.

C.2 Services - Scope of Work

Transcribe, press, bind, and distribute in braille *Braille Book Review* in accordance with Statement of Work and National Library Service for the Blind and Physically Handicapped specifications 410 (Mailing Carton Labels) and 801 (Braille Magazines or Newspapers) incorporated herein and made a part hereof.

C.3 Operational Procedures

C.3.1 NLS/BPH will supply *Braille Book Review* to the contractor in print and on computer diskette. NLS/BPH will provide 3-1/2-inch double-sided high-density diskette with WordPerfect 6.0 or higher and/or ASCII codes as the contractor prefers. NLS/BPH also will supply camera-ready NLS/BPH logotype and Library of Congress seal for use under specification 801.

C.3.2 Contractor shall notify the COTR by facsimile within one working day of the following points in the production process:

- C.3.2.1 Date the text of the body is received from NLS/BPH—see section F.2.1--specifically stating date print or digital copies are received

C.3.2.2 Date *Braille Book Review* is shipped. Information required:

- a) Date of issue
- b) Date shipped
- c) Number of copies
- d) Number of braille pages

C.3.3 Contractor shall not ship any copy (individual or bulk) without approval of the control copy. The control copy shall be sent to NLS/BPH for approval packaged and labeled according to requirements of specification 801, section 5.0, with different colored label to be supplied by NLS/BPH, addressed to:

- a) If by U.S. Postal Service:
Library of Congress, NLS/BPH
Publications & Media Section
Washington, D.C. 20542
- b) If by other carrier (e.g., UPS, FedEx, DHL, etc):
Library of Congress, NLS/BPH
Publications and Media Section
1291 Taylor St., NW
Washington, DC 20011

If the control copy is not approved, a re-submission must be made within seven (7) calendar days from receipt by contractor of rejection.

C.4 Mailing Procedures

C.4.1 Mailing List

The mailing lists for braille magazines will be maintained by the Library's mailing-list (CMLS) contractor. The return address for undeliverable mail, etc., will be the return address of the CMLS contractor. There will be no exceptions. The CMLS contractor will supply mailing labels to contractor. Contractors have a choice of the following two types of mailing labels:

1. 3" x 5" self-adhesive mailing labels with the return address of CMLS
2. 1" x 3" self-adhesive labels. Adding the return address of CMLS to the mailing container shall be the responsibility of the contractor. The current CMLS mailing address is:

CMLS
P.O. Box 9150
Melbourne, FL 32902-9150

Any change in CMLS address will be provided to the contractor by NLS/BPH.

3. In addition to the above, the CMLS contractor can supply address information by equivalent computer files—magnetic tape, diskette, or electronic files—for use in applying addresses by ink jet spray printing. At time of contract award, contractor shall notify the Library if ink jet spray printing shall be used. In that case, the Library will have the CMLS contractor supply address information in a format appropriate to contractor. Within two weeks of receipt of information, a sample printed mailer produced according to instructions and specification shall be provided to NLS/BPH, attn: Publications & Media Section, for approval. Addresses must contain all fields and codes in proper position as specified, with no extraneous information. Addresses must be located on finished product according to U.S. Postal Service regulations. Mailing containers using ink jet spray printing shall not be used for any mailing prior to Library approval. All questions relative to format or content of address information produced by ink jet spray printing shall be resolved prior to assignment of first issue of *Braille Book Review* under this contract.

C.4.2 Estimated Quantities

The mailing list is sorted into three sets, one for domestic addresses (approximately 7,890), one for foreign addresses (approximately 40), and one for bulk mailing to libraries (approximately 270). For lists of domestic and foreign addresses each label represents one copy. For the library list, each label represents ten or fewer copies; multiple labels are supplied for libraries requesting more than ten copies, and the quantity requested appears on the first label of that library's series.

C.5 Special Instructions

- C.5.1 Contractor shall transcribe, print, press, bind, package, and distribute six issues of *Braille Book Review* directly to blind and physically handicapped persons throughout the country and abroad, to libraries, to NLS/BPH, and to multistate centers.

C.5.1.1 Size

Bimonthly issues average 144 braille pages including covers and print/braille order forms, which average 36 pages.

C.5.1.2 Contents

- a) Front and back covers (in print and in braille)

- b) The body, consisting of news items, features, annotations of braille books, and one-line annotations of books announced in *Talking Book Topics* (braille)
- c) Print/braille self-mailer order forms for recorded books, one for adult books and one for children's books
- d) Print/braille self-mailer order forms for braille books, one for adult books and one for children's books
- e) Nominal 3 x 5-inch self-adhesive peel-off labels with no text for returning order forms above (c and d) (one label for each order form, total of 4). Labels shall be supplied by contractor, who must submit samples to NLS/BPH for approval. Labels on backing shall be inserted in package. Backing must extend beyond edges of label to facilitate removal of label by blind persons. "Crack-and-peel" labels are not acceptable.
- f) Mailing box or envelope shall be supplied by contractor. For cartons of bulk quantities, the internal copies may be inserted into envelopes that remain unsealed, or the copies may be accompanied by a sufficient number of envelopes within the same carton, at the contractor's option.

C.5.1.3 Format

- a) The body and the *Talking Book Topics* one-line annotations shall be bound together
- b) The recorded-book order forms shall be separate--one each for adults and for children
- c) The braille-book order forms shall be separate--one each for adults and for children
- d) Labels on backing shall be inserted loose among order forms

C.5.1.4 Specifications

See attachments: specification 410 and specification 801 which are amended as follows:

- a) The following sections of specification 801 do not apply to this publication:

3.5.2 Statements at end of table of contents

3.5.3 Subscription information

3.6.1 Print front cover

b) The following sections are amended as indicated:

3.6.2 Add: Braille front cover sample provided with first order

3.6.2.b Add ISSN number

3.6.2.d Should read National Library Service for the Blind and Physically Handicapped, Library of Congress

3.8 Table of contents: follow sample provided.

3.9 Back cover: substitute for a-e:

For special distribution, as authorized by Act of Congress under Public Law 89-522. Produced in braille for the Library of Congress, National Library Service for the Blind and Physically Handicapped, by (contractor), 200_.

Braille Book Review informs readers of developments and activities in library service for blind and physically handicapped individuals. It is published bimonthly as part of the Library of Congress program directed by the National Library Service for the Blind and Physically Handicapped.

Braille Book Review is distributed free to blind and physically handicapped persons who participate in the Library of Congress program.

Correspondence regarding editorial matters should be sent to Publications and Media Section, National Library Service for the Blind and Physically Handicapped, Library of Congress, Washington, DC 20542.

All changes of address and subscription and cancellation requests should be sent to your network library.

4.5.1 Quality Control Procedures

Delete: "When copies are mailed to readers."

Delete: "the Quality Assurance Section" and substitute "the Publications and Media Section."

c) The following sections are added:

i. Foreign-language annotations

For foreign-language annotations followed by an English version in parentheses, the foreign words are to be uncontracted and the English words contracted.

ii. Print-braille order forms

- a. The selection line shall contain four braille dots (2,5 and 2,5 of two adjacent braille cells).
- b. The instructions for indicating selection will be provided and should be the same in braille as in print.
- c. The print book number and title must register with the braille so that some part of the print falls on dots 2,5 of the braille cell. Print size must be at least 14 point but no larger than 18 point.
- d. The first line of print starts in cell 3. Any braille run overs are indented to cell five of the next line. Registration is not required for run over lines.
- e. Center print and braille headings for new sections. Registration is not required for headings.
- f. In the interpoint layout of the order forms, no braille should fall on the reverse side of the leader dots for marking selections.

C.5.1.5 Mailing

- a) Contractor shall make certain that the local post office is able

to handle expeditiously the quantity of "free matter" mail they will receive when *Braille Book Review* is shipped--nearly 10,000 items.

- b) Contractor shall prepay postage for copies of *Braille Book Review* sent first class to foreign addresses required by the program, if any. Postage costs shall be invoiced against the contract. Mailing receipts for all classes of mail must be furnished to NLS/BPH by contractor.

C.6 Miscellaneous Instructions

C.6.1 Tables and Columns

When all rows and columns of a table will fit within the braille line, use standard tabular format. Vertical division or keying may be used to achieve this format. If standard tabular format cannot be used, employ linear format. However, contractor shall contact the COTR in circumstances where a table cannot be rendered in standard format and when the linear format clearly would limit its usability by the reader. Also, the contractor shall contact the COTR when the magazine contains large tables that may add unacceptable costs and production delays and are difficult to braille. Historically, such tables are not included, and the COTR will advise the contractor in each instance. If the COTR determines to include such material which would incur additional cost, he will consult with the contractor and advise the contracting officer.

C.6.2 Computer Braille Code

The *Code for Computer Braille Notation* published by the Braille Authority of North America shall be used when transcribing magazine articles relating to computers or data processing.

C.6.3 Nemeth Code

The *Nemeth Braille Code for Mathematics and Science Notation* shall be used in such scientific materials as chemical formulas and numbers containing superscripts and subscripts.

C.6.4 Code for Special Cases

Braille Formats: Principles of Print to Braille Transcription shall be used when the literary code does not provide sufficient format guidance.

C.7 Quantity Variance

The quantity of copies and size of *Braille Book Review* set forth herein are subject to a variance of plus twenty-five percent (+25%) or minus twenty-five percent (-25%) due to

readership fluctuation or changes in magazine content. NLS/BPH project monitor, the COTR, and the contracting officer shall be alerted immediately when the quantity of copies drops below or exceeds the nominal range of plus twenty-five percent (+25%) or minus twenty-five percent (-25%).

PART I - THE SCHEDULE

SECTION E
INSPECTION AND ACCEPTANCEE.1 (FAR) 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

NOTICE: The following solicitation provision/contract clause pertinent to this section is hereby incorporated by reference. Upon request the contracting officer will make full text available. Also full text may be accessed electronically at: www.arnet.gov/far.

FAR 52.246-2 Inspection of Supplies - Fixed Price (Aug 1996)

E.2 Service Guarantee

The contractor should note carefully the quality assurance provisions, including recall provision in specification 801 section 4.3.

E.3 Acceptance

Subject to requirements of warranty (see above) and to audit of network library monthly receiving reports, for purposes solely of invoicing for completed magazines in accordance with provisions of section G.1., acceptance will occur when magazines are deposited in the U.S. Postal Service for mailing to libraries. (See section F.4.)

E.4 Approval

NLS/BPH will review control copies of each issue for conformance to contract specifications. If two consecutive issues or a total of three throughout the contract period are rejected for quality, the Library may consider termination for default. (See also section F.2.2.)

PART I - THE SCHEDULE

SECTION F
DELIVERIES OR PERFORMANCEF.1 (FAR) 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

NOTICE: The following solicitation provision/contract clause pertinent to this section is hereby incorporated by reference. Upon request the contracting officer will make full text available. Also full text may be accessed electronically at: www.arinet.gov/far.

FAR 52.242-15	Stop-Work Order	Aug 1989
FAR 52.247-34	F.o.b. Destination	November 1991

F.2 Delivery Schedules

F.2.1 Manuscript schedule: The manuscript copy will be furnished to the contractor by NLS/BPH in print format and on 3-1/2" double-sided, double-density diskette as specified in section C.3.1 or in ASCII codes. The manuscript will be sent in two parts: (1) part one- *Talking Book Topics*, one-line annotations (approximate equivalent, 50 braille pages to be bound with main-entry section) and four print/braille order forms (approximate equivalent, 40 braille pages;) and , (2) part two - rest of main-entry section (approximate equivalent, 54 braille pages.) All cover art will be furnished.

F.2.2 Production schedule: Part one will be provided to the contractor at least two weeks before part two. The contractor shall produce and deliver the magazine within 42 calendar days from contractor's receipt of part two. All preparation and review of control copies as required shall be included in this delivery schedule. This time schedule includes a review turn-around time by the Library of 5 working days. In the event review of control copies is not achieved by the Library in that time, or in the event control copies are not approved for a mistake created by the Library, the delivery schedule will be extended the same number of days review is delayed, or the same number of days required for corrections and re-review by the Library.

F.2.3 Program requirements make time of the essence in delivery *Braille Book Review* to Library patrons. NLS/BPH may consider termination for default when the following conditions exist:

- (c) Two consecutive late issues totaling four or more calendar days
- (d) One issue late for six or more calendar days

F.2.4 The foregoing provisions are in addition to, and not in limitation of, the provision for quality assurance review and consequences of rejection as provided in section E.

F.2.5 When contractor determines that an issue will be late by five or more calendar days, contractor shall send written notice (facsimile transmission is acceptable) to NLS/BPH, attn: Publications & Media Section, with the following information:

- (a) Name (*Braille Book Review*) and issue
- (b) Stated reason for late delivery
- (c) Projected ship date.

F.3 Period of Performance

This contract covers production of *Braille Book Review* during the NLS/BPH calendar year January through December 2002.

F.4. Shipment

F.4.1 Shipment of magazine copies furnished to recipients in the continental United States shall be made through the United States Postal Service (USPS) under the provisions of section E040 of U.S.P.S. Domestic Mail Manual "Free Matter for the Blind and Other Handicapped Persons." The scheduled shipping date for magazines as specified in this contract includes shipment of bulk and airmail shipments. Periodicals of weekly frequency or greater require special sacks and sorting procedures; contractors shall work with their local postal officials to ensure speedy delivery of such periodicals. Shipments to recipients abroad (i.e. outside of North America) shall be sent via first-class airmail in accordance with applicable sections of USPS International Mail Manual. Arrangements for delivery of completed work to the post office, or for pick-up by the post office, shall be made by the contractor.

F.4.2 The contractor shall ascertain that the local post office is able to handle expeditiously large quantities of "Free Matter" mail they will receive when magazines are shipped. Invoices for copies shipped shall not include domestic postage, but shall include actual costs for airmail postage to recipients abroad. Proof of shipment in the form of a Certificate of Mailing (USPS form 3606) for every shipment of every issue of magazines shipped is required. These certifications must be signed and date-stamped by the USPS. They shall include: (1) name of magazine, (2) date of issue, (3) date shipped, and (4) number of copies. The receipts shall be forwarded to NLS/BPH, Production Control Section, no later than 48 hours after shipment. This verification shall be performed at the contractor's expense. The date stamp on the certificate of mailing must agree with the reported ship date. Any discrepancy shall be detailed with written explanation.

F.5 Claims

In the event a subscriber reports failure to receive an issue of a magazine, such claim and the subscription shall be validated by reviewing for incorrect or out-of-date records at the subscriber's library. If the claim is validated, the mailing-list contractor (CMLS) will forward the claim to the contractor. The contractor shall fill the claim by mailing a copy of the missing issue if such issue is available. The contractor will not be obligated to produce a copy for this purpose. The contractor shall return the notification card to the originating library marked either "filled", if a copy is mailed, or "unfilled" if a copy cannot be mailed.

F.6 Performance of Prior or Current Contracts

If performance of this contract, or on other NLS/BPH contracts in progress at time of award of this contract, deteriorates in terms of quality of work or timeliness of delivery, or, if such contracts are not completed satisfactorily, or, if in the opinion of the contracting officer defects found to be caused solely through the fault of the contractor are of such serious nature that substantial performance of such contracts is not being achieved, the government may consider such performance to determine its impact on performance under this contract in terms of quality of work and timeliness. If the deterioration or failure of performance negates determination of responsibility of the contractor as to being able to meet requirements of this contract, the government may consider termination for default.

PART I - THE SCHEDULE

SECTION G
CONTRACT ADMINISTRATION DATAG.1 Invoice Payment

Invoices shall be submitted in an original and one (1) copy to the:

Library of Congress, NLS/BPH
Attn: Administrative Section
Washington, DC 20542

To constitute a proper invoice, the invoices must include the following information and/or attached documentation:

- (d) Name, address, and vendor identification of business concern.
- (e) Invoice data.
- (f) Contract number, or other authorization for delivery of property or services (including order number and contract line item number); if contract modifications are issued, the *modification number* in block #3 of the purchase order must be included.
- (g) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (h) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (i) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (j) Name (where practicable), title, phone number, and mailing address of responsible official to be notified in event of a defective invoice.
- (k) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).
- (l) The Library of Congress maintains an Internet site that provides information regarding the status of vendor invoices, invoice payments, and other transactions at: <http://lcweb.loc.gov/fsd>.

G.1.2 Payment Due Date

The due date is the date specified in the contract, or if no date is specified in the contract, the due date shall be considered to be the later of the following two events:

- (i) The 30th day from receipt of a proper invoice, or
- (ii) The 30th day after acceptance of supplies delivered or services performed

by the contractor

G.2 (FAR) 52.232-33 Payment by Electronic funds Transfer - Central Contractor Registration (May 1999)

(m) Method of Payment

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of improper invoice and delays in accrual of interest penalties apply.
- (e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make

payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

- (f) Liability for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
 - (i) Making a correct payment,
 - (ii) Paying any prompt payment penalty due, and
 - (iii) Recovering any erroneously directed funds.
 - (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's

financial agent.

- (j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

G.3 Project Officers and Technical Direction

G.3.1 The project officers are:

- (a) The assistant head of Publications and Media Section, NLS/BPH, is the contracting officer's technical representative (COTR) for this contract.
- (b) The contractor will designate in writing a project monitor to coordinate with the NLS/BPH COTR.

G.3.2 Technical direction

- (a) The COTR will provide technical direction on contract performance. Technical direction includes:
 - (1) direction to the contractor that assists him in accomplishing the statement of work
 - (2) comments on and approval of reports
- (b) Technical direction must be within the contract's statement of work. The COTR does not have authority to issue technical direction that:
 - (1) institutes additional work outside the scope of the contract
 - (2) constitutes a change
 - (3) causes an increase or decrease in estimated cost of the contract
 - (4) alters the period of performance
 - (5) changes any other express terms or conditions of the contract

- (c) Technical direction will be issued in writing by the COTR or confirmed by him/her in writing within five (5) calendar days after verbal issuance.

PART I--THE SCHEDULE

SECTION H
SPECIAL CONTRACT REQUIREMENTSH.1 Subcontracting

Notice and consent of the Contracting Officer and the COTR is required for subcontracting both prior to and after award. No subcontracts for transcription or duplication shall be made until it has been determined by NLS/BPH that the proposed subcontracted deliverable meets all requirements of the specifications applying to this contract, including qualification of samples.

H.2 Network Addresses

Within five (5) working days after receipt of request from NLS/BPH, the contractor shall:

- (a) cancel a closing network library address and its quantities, updating all master address files, and divert the closing network library's quantities by changing mailing labels already in existence
- (b) change a network library address or quantities by changing mailing labels already in existence and updating all master address files.

H.3 Interpretation of Contract Requirements

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Library of Congress unless furnished and agreed to in writing by the contracting officer.

H.4 Use of Library of Congress Name or Contractual Relationship in Advertising

The contractor agrees not to refer to awards from or contracts with the Library of Congress in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Library or is superior to other products or services. The contractor also agrees not to distribute or release any information that states or infers that the Library of Congress endorses, uses, or distribute the contractor's product or service.

H.5 News Releases

No news release concerning this contract shall be made without prior Library of Congress approval, as appropriate, and then only in coordination with the Contracting Officer.

H6. Contracting Officer's Technical Representative (COTR)

The Contracting Officer will designate, in writing, an authorized representative(s) to discharge such duties and responsibilities as may be delegated to him. The representative(s) will not have the authority to change or alter any of the terms and conditions of the contract. The Contracting Officer is the sole authority to make changes in the contract. The Contractor will be furnished a copy of the COTR delegation.

PART II-CONTRACT CLAUSES

SECTION I
CONTRACT CLAUSESI.1 (FAR) 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

NOTICE: The following solicitation provision/contract clause pertinent to this section is hereby incorporated by reference. Upon request the contracting officer will make full text available. Also full text may be accessed electronically at: www.arinet.gov/far.

52.202-01	Definitions	(Oct 1995)
52.203-03	Gratuities	(Apr 1984)
52.203-05	Covenant Against Contingent Fees	(Apr 1984)
52.203-06	Restrictions on Subcontractor Sales to the Government	(Jul 1995)
52.203-07	Anti-Kickback Procedures	(Jul 1995)
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities	(Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(Jan 1997)
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	
(Jan 1997)		
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(Jul 1995)
52.214-27	Price Reduction for Defective Cost or Pricing Data-Modifications Sealed Bidding	
	(Oct 1997)	
52.214-28	Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding	
(Oct 1997)		
52.214-29	Order of Precedence-Sealed Bidding	(Jan 1986)
52.222-01	Notice to the Government of Labor Disputes	(Feb 1997)
52.222-20	Walsh-Healey Public Contracts Act	(Dec 1996)
52.222-26	Equal Opportunity	(Feb 1999)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	
(Apr 1998)		
52.222-36	Affirmative Action for Handicapped Workers	(Jun 1998)
52.223-06	Drug-Free Workplace	(Jan 1997)
52.223-14	Toxic Chemical Release Reporting	(Oct 2000)
52.225-03	Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program	(Feb 2000)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	(June 2000)

52.227-1	Authorization and Consent	(July 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(Aug 1996)
52.227-14	Rights in Data-General	(Jun 1987)
52.229-3	Federal, State and Local Taxes	(Jan 1991)
52.232-1	Payments	(Apr 1984)
52.232-8	Discounts for Prompt Payment	(May 1997)
52.232-17	Interest	(Jun 1996)
52.232-18	Availability of Funds	(May 1984)
52.232-23	Assignment of Claims	(Jan 1986)
52.233-3	Protest After Award	(Aug 1996)
52.242-13	Bankruptcy	(Jul 1995)
52.243-1	Changes - Fixed-Price	(Aug 1987)
52.243-7	Notification of Changes	(Apr 1984)
52.244-2	Subcontracts	(Aug 1998)
52.245-2	Government Property (Fixed-Price)	(Dec 1989)
52.249-2	Termination for Convenience of the Government (Fixed-Price)	(Sept 1996)
52.249-8	Default (Fixed-Price Supply and Service)	(Apr 1984)

I.2 FAR 52.214-26 (Oct 1997) Audit and Records--Sealed Bidding-- As Modified by the Library of Congress (Nov 1996)

- (a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--
 - (1) The proposal for the modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the modification; or
 - (4) Performance of the modification.
- (c) The Librarian of Congress and the Comptroller General. In the case of pricing any modification, the Librarian of Congress, or an authorized representative of the

Librarian of Congress, and the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause. This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the *Federal Acquisition Regulation* (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.
 - (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
 - (2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.
- (e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.804-2(a)(1) for submission of cost or pricing data.

I.3 FAR 52.217-6 Option for Increased Quantity (Mar 1989)

The government may increase the quantity of supplies called for in the schedule at the unit price specified. This increase shall be not more than 25% of the quantity specified in the contract. The contracting officer may exercise the option by written notice to the contractor within 60 days of the end of the contract. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

I.4 FAR 52.222-3 (Apr 1984) Convict Labor--As Modified by the Library of Congress

The contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract.

I.5 FAR 52.232-25 Prompt Payments (Nov 1994)--As Modified by the Library of Congress (Nov 1996)

Notwithstanding any other payment clause in this contract, the government will make invoice payments and contract financing payments under the terms and conditions specified

in this clause. Payment shall be considered as being made on the day a check is dated or an electronic fund transfer is made. All days referred to in this provision are calendar days, unless otherwise specified.

- (a) For purposes of this provision, "invoice payment" means a government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the government. This includes payments for partial deliveries that have been accepted by the government and final cost or fee payments where amounts owed have been settled between the government and the contractor.
- (b) The due date for making invoice payments by the designated payment office shall be the later of the following two events:
 - (1) The 30th day after the designated billing office has received proper invoice from the contractor
 - (2) The 30th day after government acceptance of supplies delivered or services performed by the contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or contractor compliance with contract requirements
- (c) An invoice is the contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A suggested or sample format for presenting the information required for a proper invoice is inserted following this section. Notwithstanding this sample, a proper invoice must include the items listed in (c) (1) through (8) of this clause. If the invoice does not comply with these requirements, then the contractor will be notified of the defect within fifteen days after the receipt of the invoice at the designated billing office.
 - (1) name and address of the contractor (must be the same as that in the contract and be the address to which payments are to be directed)
 - (2) invoice date
 - (3) contract number or other authorization for supplies delivered or services performed
 - (4) description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed

- (5) shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms)
- (6) name and address of contractor's official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- (7) name, title, and phone number of person to be notified in event of defective invoice
- (8) any other information or documentation required by the contract (such as evidence of shipment)

I.6 FAR 52.233-1 Disputes (Oct 1995)--As Modified by the Library of Congress (Nov 1996)

- (k) This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613).
- (b) All disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under this clause until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a claim under this clause if it is disputed either as to liability or amount, or is not acted upon in a reasonable time, by complying with the submission and certification requirements of this clause.
- (d) (1) A claim by the Contractor shall be made in writing and unless otherwise stated in this contract submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -
 - (A) Exceeding \$100,000; or
 - (B) Regardless of the amount claimed, when using -

- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
 - (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the *Administrative Dispute Resolution Act (ADRA)*.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals to the Chief of the Contracts and Logistics Services who will serve as the Hearing Officer to review the decision.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative dispute resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the *ADRA*, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in

(FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I.7 Limitations on Subcontracting

The contracting officer determines that it is the interest of the government to require notice and consent to proposed subcontracts.

- I.7.1 No subcontracts for narration or duplication shall be made with vendors that have not established that their product meets all requirements of the specifications applying to this contract, including qualification of samples as required by this solicitation and any resulting contract. Bidders shall notify the contracting officer of intent to subcontract with or prior to submitting bids, identifying proposed subcontractor(s) for consent by contracting officer. If intent to subcontract arises after contract award, contractor shall notify contracting officer of proposed subcontract for consent prior to entering into any subcontract arrangement or agreement. See also notice requirement in section K.14.
- I.7.2 If the bidder claims preference under the policy set forth in section C.1.3, by submission of a bid and execution of a contract, the bidder/contractor agrees that the requirements of section C.1.3, with specific reference to performance of a "substantial portion" of the work, or making a "significant contribution", as those terms are defined, shall be met. See also certification requirement in section K.16.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J
LIST OF ATTACHMENTS

1. Specification 410 - Mailing Carton Labels (Oct 1988)
2. Specification 801- Braille Magazines or Newspapers (July 2000)
3. PCM format sheet - Braille Magazines

The following item will be sent for examination upon request from any interested potential bidder.

Sample format (print and braille) for *Braille Book Review*

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

NOTICE: The following solicitation provision/contract clause pertinent to this section is hereby incorporated by reference. Upon request the contracting officer will make full text available. Also full text may be accessed electronically at: www.arnet.gov/far.

FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)
FAR 52.204-05	Women-owned Business (Other Than Small Business (May 1999)
FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)

K.2 FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated,

and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 FAR 52.204-3 Taxpayer Identification (Oct 1998)

- (a) Definitions.

“Common parent,” as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d) reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to payment reporting requirements described in *Federal Acquisition Regulation (FAR)* 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (7) The TIN may be used by the Government to collect and report on any delinquent amounts arising out to the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in *FAR* 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN

- (d) Taxpayer Identification Number (TIN)

___ TIN: _____

___ Tin has been applied for

___ Tin is not required because _____

___ Offeror is a non-resident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

___ Offeror is an agency or instrumentality of a foreign government

___ Offeror is an agency or instrumentality of a federal, state or local government

___ Other. State basis _____

- (e) Type of organization

___ Sole proprietorship

___ Partnership

___ Corporate entity (not tax-exempt)

___ Corporate entity (tax-exempt)

___ Government entity (federal, state or local)

___ Foreign government

___ International organization per 26 CFR 1.6049-4

___ Other

- (f) Common Parent

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause

___ Name and TIN of common parent

Name _____

TIN _____

K.4 FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996)

(a) The offeror certifies:

1) to the best of its knowledge and belief, that:

i) the offeror and/or any of its principals:

(A) are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have () have not () within a 30-year period preceding this offer been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision.

(ii) the offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certifying may render the maker subject to prosecution under section 1001, title 18, United States Code.

- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certifying or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the government, the contracting officer may terminate the contract resulting from this solicitation for default.

K.5 FAR 52.214-14 Place of Performance--Sealed Bidding (APR 1985)

- (1) The bidder, in the performance of any contract resulting from this solicitation, * intends, * does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (2) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance Name and Address of Owner

(Street, Address, City, and Operator of the Plant or

County, State, Zip Code) Facility if Other than Bidder

K.6 FAR 52.214-16 Minimum Bid Acceptance Period (Apr 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 90 calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

- (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

K.7 52.219-2 Equal Low Bids (Oct 1995)

- (a) This provision applies to small business concerns only.
- (1) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

- (b) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.8 FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that -

- (a) it ____has, ____has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,
- (b) it ____has, ____has not filed all required compliance reports; and
- (c) representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that (a) it ____has developed and has on file, ____has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41CFR 60-1 and 60-2), or (b) it ____has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 FAR 52.223-1 Clean Air and Water Certification (Apr 1984)

The offeror certifies that -

- (a) any facility to be used in the performance of this proposed contract is ____, is not ____ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) the offeror will immediately notify the contracting officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) the offeror will include a certification substantially the same as this certification, including this paragraph (c) in every nonexempt subcontract.

K.11 FAR 52.225-1 Buy American Act-Balance of Payments Program-Supplies (Feb 2000)

- (a) Definitions. As used in this clause_ "Component" means any item supplied to the Government as part of an end item or of another component. "Cost of components" means_
 - (a) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

- (b) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product. "Domestic end product" means_

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means supplies delivered under a line item of a Government contract.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

- (b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Balance of Payments Program Certificate."

K.12 FAR 52.225-6 Trade Agreements Certificate (Feb 2000)

- (e) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (f) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item Number: _____
Country of Origin: _____

[List as necessary]

- (g) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

K.13 Facsimile Number

The offeror shall indicate the telephone number (if applicable) to which the Government may send written communications electronically _____

K.14 Subcontracts

This is notification of intention to subcontract a portion of the work described in this solicitation. (See section I.7.)

K14.1 The nature of the work to be subcontracted is: (state specifically)

K.14.2 The proposed contractor is: (Name and address)

K.15 Vendor Survey Form

The Offeror shall complete the vendor survey form at <http://www.loc.gov/contracts/forms.html> if not already in the Library vendor database or need to update information contained in the form.

K.16 Certificate for Bid Preference

K.16.1 The bidder certifies that it _____ does claim _____ does not claim preference as a nonprofit institution whose activities are primarily concerned with the blind and other physically handicapped persons.

K.16.2 If bidder certifies at section K.12.1 that it does claim bidding preference, bidder hereby further certifies it will "perform a substantial portion of the work" or "make a significant contribution" as those terms are defined in section C.1.3, and as required by the provision at section I.7.2.

I HEREBY CERTIFY THAT THE RESPONSES TO THE ABOVE REPRESENTATIONS,
CERTIFICATIONS AND OTHER STATEMENTS ARE ACCURATE AND COMPLETE.

SIGNATURE:_____

TITLE:_____

DATE:_____

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERSL.1 FAR 52.204-6 Solicitation provisions incorporated by reference (Feb 1998)

The following FAR clauses are hereby incorporated by reference pursuant to the provisions of 48 CFR Chapter 1. Upon request, the contracting officer will make full text available. Also the full text may be accessed electronically at www.arnet.gov/far.

52.214-01	Solicitation Definitions - Sealed Bidding	(Jul 1987)
52.214-03	Amendments to Invitations for Bids	(Dec 1989)
52.214-04	False Statements in Bids	(Apr 1984)
52.214-05	Submissions of Bids	(Mar 1997)
52.214-06	Explanation to Prospective Bidders	(Apr 1984)
52.214-07	Late Submissions, Modifications, and Withdrawals of Bids	(May 1997)
52.214-09	Failure to Submit Bid	(Jul 1995)
52.214-12	Preparation of Bids	(Apr 1984)

L.2 FAR 52.214-10 Contract Award - Sealed Bidding (July 1990)

- (a) The government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the government considering only price and the price-related factors specified elsewhere in the solicitation.
- (b) The government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- (c) The government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.
- (d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.
- (e) The government may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices

which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

L.3 FAR 52.214-20 Bid Samples (Apr 1984) - Alternate II (Apr 1984)

- (a) "Bid samples" are item sample submissions required of bidders to show those characteristics of the offered products that cannot adequately be described by specifications or purchase descriptions (e.g., balance, facility of use, or pattern).
- (b) Bid samples, required elsewhere in this solicitation, must be furnished as part of the bid and must be received by the time specified for receipt of bids. Failure to furnish samples on time will require rejection of the bid, except that a late sample sent by mail may be considered under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.
- (c) Bid samples will be tested or evaluated to determine compliance with all the characteristics listed for examination in this solicitation. Failure of these samples to conform to the required characteristics will require rejection of the bid. Products delivered under any resulting contract must conform to (1) the approved sample for the characteristics listed for test or evaluation and (2) the specifications for all other characteristics.
- (d) Unless otherwise specified in the solicitation, bid samples shall be (1) submitted at no expense to the Government, and (2) returned at the bidder's request and expense, unless they are destroyed during pre-award testing.
- (e) At the discretion of the Contracting Officer, the requirements for furnishing bid samples may be waived for a bidder if (1) the bid states that the offered product is the same as a product offered by the bidder to NLS/BPH under current production (see waiver requirements in section L.11. Volume III.C.) on a previous acquisition, (2) the Contracting Officer determines that the previously offered product was accepted or tested and found to comply with specification and other requirements for technical acceptability conforming in every material respect with those of this solicitation, and (3) the product offered under this solicitation will be produced under a resulting contract at the same plant in which the previously acquired or tested product was produced.

L.4 Site inspection

NLS/BPH reserves the right to conduct a pre-award survey of bidders' production site(s), facilities and equipment. NLS/BPH reserves the right to observe production at bidders' premises at any time during the performance of any contract resulting from a bid in response to this solicitation.

L.5 FAR 52.216-1 Type of Contract Award (Apr 1984)

The Government contemplates award of a firm-fixed-unit-price contract.

L.6 FAR 52.233-02 Service of Protest (Aug 1996)

- (a) Protests, as defined in section 33.101 of the *Federal Acquisition Regulation*, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer, addressed as follows: Christopher W. Hansen, Library of Congress, Contracts & Logistics Services, 101 Independence Avenue, SE, Washington, DC 20540-9410, and by obtaining written and dated acknowledgment of receipt from the receptionist/mail clerk at said address.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 Responsibility and Responsiveness

L.7.1 To be determined responsible, a prospective contractor must

- (a) have adequate financial resources to perform the contract, or the ability to obtain them (see *FAR* 9.104-3(b))
- (b) be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments
- (c) have a satisfactory performance record (see *FAR* 9.104-3(c))
- (d) have a satisfactory record of integrity and business ethics
- (e) have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors (see *FAR* 9.104-3(b))
- (f) have necessary production, construction, plant facilities and technical equipment, or the ability to obtain them (see *FAR* 9.104-3(b))
- (g) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

L.7.2 Responsiveness of bids: to be considered for award

- (a) a bid must comply in all material respects with the invitation for bids; bid conditions which alter requirements or limit the government's rights shall not be considered
- (b) telegraphic bids shall not be considered
- (c) facsimile bids shall not be considered
- (d) bids must be filled out, executed, and submitted in accordance with the instructions and all items required must be submitted with the bid.

L.8 General

The bid submitted in response to this solicitation must be formatted as follows and submitted in quantities specified. Volumes I, II, and III must each have its own title/cover page.

L.9 Bid or Proposal Identification

The bid must be forwarded in a sealed envelope or container provided by the bidder, who must address the envelope to the contracting officer identified in the solicitation. The envelope shall be marked "SEALED BID" and indicate the date and hour of bid opening, solicitation number, and title of the solicitation.

L.10 Cover Letter

A cover letter may accompany the bid. This letter may be used to set forth any information the bidder wishes to bring to the attention of NLS/BPH. The cover letter is not part of the bid.

L.11 The Bid

The bid must include all requested information unless waived by NLS/BPH and the contracting officer, in writing. The format shall be as follows:

Volume I. Contract Document (original and three (3) copies)

Original and three (3) copies of contractual document (sections A-K as applicable), including any amendments, must be submitted. All representations in section K must be completed. Standard Form 33 (rev. 9-97) and section B must be fully executed and dated where indicated and must include bid prices, name, and signature of bidder.

Volume II. Statement of Production Capacity (SPC)

A. Description of Production Capacity

- (1) The bidder shall describe its current production capacity, that is, the production capacity of machines and personnel currently in place on staff. The bidder shall note all facilities involved in production and shall provide a complete listing and production capacity of all major equipment (e.g.: name, type, manufacturer, number of machines, and other descriptive data deemed essential to make an evaluation of capacity), used in each stage. The bidder must indicate for each production stage whether the work is done in-house, the number of persons working in that stage, and their qualifications. When personnel divide their time among several production stages, the model must indicate this by showing the number of full-time people for each stage, e.g., stage 1: 4-1/2 people, stage 2: 7-1/4 people, etc. The bidder shall also include any other information that affects production capacity or reliability. For example, narrative may be added to describe factors that present a potential impact on capacity, such as award of other pending bids.
- (2) Using the formats shown on the SPC form following section M., the bidder shall summarize current production capacity. Rows may be added to or deleted from the tables, as needed to fit the bidder's production process, but the columns must not be changed. Bidders are encouraged to use actual data from annual production records, whenever possible, in the column "Output/Hr./Person, Machine, etc." on the current capacity chart. If actual data are used, then "Operating %" may be put at 100%, and the contractor shall add a note explaining that this has been done.
- (3) As part of the determination of responsibility, the Library will determine estimated production capacity based on this Statement of Capacity, as well as prior experience with the bidder, taking into consideration a combination of quality and delivery performance under contracts in current production and/or in the preceding three fiscal years, and, based on inspection of plant, equipment, staff and actual operating conditions.

B. Production Capacity -- submittal

- (1) An original and one (1) copy of Volume II, including all pertinent attachments and submittal requirements shall be submitted as a separate sub-package with its own cover sheet.

- (2) An organizational chart shall be included with the procedures identifying personnel responsible for each step in production operations together with their qualifications.
- (3) Bidders who are presently producing the product specified in section B of this solicitation may submit an abbreviated Volume II that highlights only changes in personnel, procedures, equipment, or other factors that could impact production capacity. This packet should include a copy of the latest SPC worksheet with only the changes, if any, noted. The abbreviated Volume II must also include a summary sentence that estimates total capacity for this product in terms of how many magazines titles, total transcribed pages, and total braille pressings.
- (4) All information must be clear and complete. The SPC must be submitted by the bidder for the bid to be considered responsive. The contractors shall implement effective controls during the production process for all items listed in their SPC.

Volume III. Quality Assurance Procedures (QAP) and Samples

A. Quality Assurance Procedures

Quality assurance procedures shall be submitted describing procedures for guaranteeing that all requirements in NLS/BPH specifications 410 and 801 shall be met. The procedures shall include, but not be limited to, the following elements:

- (1) incoming material inspection
- (2) in-process manufacturing inspection
- (3) outgoing inspection of the finished product
- (4) an organizational chart identifying personnel responsible for each step in the quality control and production procedures together with their qualifications
- (5) a clear statement describing transcription and duplication of braille magazines of similar complexity and difficulty, including history of meeting production schedules, with references.

B. Quality Assurance -- submittal

- (1) An original and one (1) copy of Volume III shall be submitted as a

separate sub-package with its own cover sheet.

- (2) All information must be complete and clear. The quality assurance procedures must be submitted by the bidder for the bid to be considered responsive. The contractors shall implement effective controls during the production process for all quality assurance procedures.

C. Samples (See also section L.3.)

Bidders shall submit samples of the product requested in this bid in order for the bid to be determined responsive. The samples must precisely meet all applicable specifications in all respects. NLS reserves the right to waive the submission of samples from current producers of braille magazines within the program (current includes within the last two years) upon written request from the contractor. Requests for waiver must be submitted at least ten working days before the bid is due to the contracting officer to allow time for approval prior to the close of the solicitation. The request for waiver will be deemed separable--each sample item will be considered for waiver on its own. If the request for waiver is denied, or if it is submitted too late for a response before the closing date, samples shall be submitted with the bid. Samples to be submitted are listed below.

1. One complete press/braille magazine conforming to specification 801
2. One mailing envelope conforming to specification 801
3. One mailing carton conforming to specification 801

SUMMARY OF ITEMS REQUIRED WITH BIDS

1. Contract Document (original and three (3) copies) - Note: do not return specifications - retain for use in event of contract award.
2. Statement of Production Capacity (original and one (1) copy) - abbreviated SPC may be submitted by current contractors (see section L. 11, Vol. II.B.3.)
3. Quality Assurance Procedures (original and one (1) copy)
4. Samples (also see waiver procedures)

L 12. Mail To/Deliver To Addresses for Responses

L.12.1 Offers Mailed Via United States Postal Service (USPS)

Offers mailed through the USPS shall be addressed as follows:

The Library of Congress
Contracts Services
Attn: Christopher W. Hansen
101 Independence Ave, SE, Room LA325
Washington, DC 20540-9410

The offeror's name and address, the solicitation number, and the scheduled date and time for receipt of offers shall be included prominently on the outside of all envelopes/wrappers.

L.12.2 Offers *Not* Mailed Via United States Postal Service

Offers sent via commercial carrier, such as Federal Express, United Parcel Service, etc., shall be addressed as follows:

The Library of Congress
James Madison Bldg
Contracts Services
101 Independence Ave, SE
Attn: Christopher W. Hansen
Washington, DC 20540-9410

Any hand delivered offers shall be marked and delivered to:

The Library of Congress
Contracts Services
Attn: Christopher W. Hansen
John Adams Bldg, Room 325
2nd St. SE (between Independence Ave & East Capitol St)
Washington, DC 20540-9410

When delivering to the above address, use the 2nd Street entrance, tell the guard at the door that the package is a (proposal/sealed bid as applicable), and it will be x-rayed. Take the elevator to the third floor. Room 325 is through the double doors on the right side of the third floor lobby as you exit the elevators. Offerors may ask for the contracting officer or leave the package with any individual in the office once it has been date/time-stamped. A duplicate of the date/time-stamp will be provided to the individual delivering the offer.

Offerors are advised that no parking or standing of vehicles is permitted on 2nd Street in front of the Adams Building and sufficient time should be allowed to find parking. The offeror's name and address, the solicitation number, and the scheduled date and time for receipt of offers shall be included prominently on the outside of all envelopes/wrappers. Note FAR provision 52.215-1,

included elsewhere in this section, regarding late offers.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M
EVALUATION FACTORS AND AWARDM.1 Method of Award

M.1.1 Award shall be made by notice in writing to the responsible bidder whose bid conforms to and is responsive to the terms of the invitation and whose bid is most advantageous to the government, consideration only price and price-related factors included in the invitation.

M.1.2 An award under this solicitation will be a firm-fixed price contract.

M.1.3 The Library reserves the right to award all, none, or some of this solicitation as may be in its best interest. The Library reserves the right to give preference to nonprofit-making institutions or agencies whose activities are primarily concerned with the blind and with other physically handicapped persons, in all cases where the prices or bids submitted by such institutions or agencies are under all the circumstances and needs involved determined to be fair and reasonable (for these purposes fair and reasonable means no greater than 10 percent higher than prices quoted by commercial sources), and if such organizations meet the requirements or the policy set forth in section C.1.3 in the preface to this invitation.

M.2 Responsible-Responsive Bidder

Award to “responsible bidder” as referred to above means that, among other factors, consideration will be made of bidder’s production capacity, quality assurance procedures, and product samples (as applicable);

M.2.1 To be determined responsible, a prospective contractor must:

M.2.1.1 Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR9.104-3(b)).

M.2.1.2 Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

M.2.1.3 Have a satisfactory performance record (see FAR9.104-3(c)).

M.2.1.4 Have a satisfactory record of integrity and business ethics.

M.2.1.5 Have the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control

procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors (see FAR9.104-3(b)).

M.2.1.6 Have necessary production, construction, plant facilities and technical equipment, or the ability to obtain them (see FAR9.104-3(b)).

M.2.1.7 Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

M.3 Responsiveness of Bids: To Be Considered for Award

M.3.1 A bid must comply in all material respects with the request for bids; bid conditions which alter requirements or limit the government's rights shall not be considered.

M.3.2 Telegraphic bids shall not be considered.

M.3.3 Facsimile bids shall not be considered.

M.3.4 Bids must be filled out, executed, and submitted in accordance with the instructions and all items must be submitted with the bid.

M.4 FAR 52.214-22 Evaluation of Bids for Multiple Awards (Mar 1990)

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the government that might result from making more than one award (multiple awards)/ It is assumed, for the purpose of evaluating bids, that \$500.00 would be the administrative cost to the government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combination of items that result in the lowest aggregate cost to the government, including the assumed administrative costs.